



South Carolina Department of Health  
and Environmental Control

Division of Procurement Services

Invitation for Bid

Solicitation No.: IFB-36815-8/27/09-EMW

Date Issued: 8/11/09

Procurement Officer: E. Madison Winslow

Phone No.: 803-898-3487

E-mail Address: [winsloem@dhec.sc.gov](mailto:winsloem@dhec.sc.gov)

DESCRIPTION: Services to recover Free-phase product (FP) using Aggressive Fluid Vapor Recovery (AFVR) or passive skimmers throughout the State of South Carolina

*The Term "Offer" Means Your "Bid" or "Proposal"*

SUBMIT OFFER BY (Opening Date/Time): August 27, 2009/2:30 pm ET

See provision entitled "Deadline for Submission of Offer"

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and**

QUESTIONS MUST BE RECEIVED BY: April 20, 2009/2:30 pm ET

See provision entitled "Questions from Offerors"

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street Columbia, S.C. 29201	SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street, Room 1200 – Aycock Bldg. Columbia, S. C. 29201

**Offers Must Be Sealed:** See provision entitled "Submitting Your Offer"

AWARD &  
AMENDMENTS

Award will be posted on **September 3, 2009**. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.scdhec.net/procurement>.

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY:  
(Check one)

AUTHORIZED SIGNATURE

- ☐ Sole Proprietorship  
☐ Partnership  
☐ Corporation (tax-exempt)  
☐ Corporate entity (not tax-exempt)  
☐ Government entity (federal, state, or local)  
☐ Other

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above)

DATE

(See provision entitled "Signing Your Offer")

Instructions regarding offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS

(Address for the offeror's **principal place of business**)

CITY

STATE

ZIP CODE

PHONE

FACSIMILE

E-MAIL

STATE OF INCORPORATION

(If offeror is a corporation, identify the state of Incorporation)

TAXPAYER IDENTIFICATION NO.

(See provision entitled Taxpayer Identification Number)

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**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:20%;">Number</td> <td style="width:20%;">Extension</td> <td style="width:45%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
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<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>PREFERENCES – SC RESIDENT VENDOR PREFERENCE</b> (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	<b>OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE.</b> _____  <b>*ADDRESS AND PHONE OF IN-STATE OFFICE</b>  <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address <div align="right">(CHECK ONLY ONE)</div>
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<b>PREFERENCES – SC/US END-PRODUCT</b> (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	<b>IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.</b>
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**PURPOSE and SCOPE OF WORK:**

The Bureau of Land and Waste Management Underground Storage Tank Program of the South Carolina Department of Health and Environmental Control (DHEC) is seeking services to recover Free-phase product (FP) using Aggressive Fluid Vapor Recovery (AFVR) or passive skimmers. These methods are chosen to satisfy remedial objectives involving the control of petroleum hydrocarbon migration, maximum free product recovery, and simultaneous free product and vapor phase collection in order to mitigate their effects to human health and the environment, in accordance with the "Risk-Based Corrective Action For Petroleum Releases" guidance document and R.61-98. The following scope of work is to be implemented at each designated site within the region.

**SPECIAL CONDITIONS**

1. **CONTRACT PERIOD:** The contract will be effective from date of award for one year.
2. **OPTION TO RENEW OR EXTEND:** This contract will automatically renew unless DHEC or the contractor elects otherwise. A maximum of two renewals will be allowed for a one-year period for a maximum of three total years. If either the contractor or DHEC elects not to renew the contract, Business Management must be notified in writing at least ninety days prior to the expiration date.
3. The successful bidder(s) must be able to complete a minimum of ten (10) FP recovery events during any 30-day period. During the last contract year over 100 free product recovery events were conducted. An estimate of seventy-five (75) facilities during the year is offered to use in setting the bid price. DHEC reserves the right to alter the number of facilities per region (either over or under the original estimate). Additionally, it is understood that facilities may be in clusters or may be isolated facilities with unknown proximity to another facility. The schedule for performing the work will be a mutual agreement between DHEC and the lowest responsive and responsible bidder(s). However, DHEC reserves the right to determine the schedule and the number of facilities per month. Also, DHEC reserves the right to cease operation of the recovery events at any time.
4. Contractor must agree to make positive efforts to employ women, other minorities, and minority-owned businesses.
5. Deliver or mail the reports to: SC DHEC, Underground Storage Tank, 2600 Bull Street Program, Columbia, SC 29201, Attention: Maia Milenkova. Two (2) reports per site must be delivered to the above address on or before the date established in the notice to proceed. A successfully completed report will contain all the elements identified in the Specifications.
6. Mail the invoices to: SCDHEC, Underground Storage Tank Program, 2600 Bull Street, Columbia, SC 29201, Attention: Financial Section. Invoices should be delivered with the final reports and will be paid within 90 days of receipt of the successfully completed technical report and the invoice. Invoice forms will be provided to the successful contractor(s).
7. All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Officer indicated on page one of this solicitation. SCDHEC shall not be legally bound by any amendment or interpretation that is not in writing.
8. Questions or requests for information must be either e-mailed or submitted in writing and received by August 20, 2009. After this date, no further questions will be addressed. A written response to the questions will be mailed to all requestors of the bid package. The questions may be faxed to E. Madison Winslow, fax number (803) 898-3505, or e-mailed to [winsloem@dhec.sc.gov](mailto:winsloem@dhec.sc.gov).
9. **MINIMUM REQUIREMENTS:** All FP recovery activities must be performed by a SCDHEC certified Site Rehabilitation Contractor as required by R.61-98. Bidders must provide the contractor certification

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number in the space provided on page 9 of this bid solicitation.

10. The bidder must provide a minimum of three (3) references in the spaces provided at the back of the bid package. References should include company name, contact person, telephone number, and a brief description of services provided. The State reserves the right to contact references. The references may be utilized in the evaluation and ranking of the bidders. Note: Do not list personnel from the Underground Storage Tank Program as a reference.
11. The applicants must submit a statement to indemnify the property owner, underground storage tank owner/operator and the State of South Carolina from and against all claims, damages, losses, and expenses arising out of or resulting from activity conducted by the contractor, its agents, employees or subcontractors.
12. A late fee of \$25.00/day (not to exceed 20% of the total cost of the job) will be levied for each report submitted after the deadline established in the Notice to Proceed, unless the deadline has been extended in writing by the DHEC project manager.
13. If the work cannot be completed as specified, DHEC must be notified immediately. A change order to the bid may be issued for work to continue if adequate notification and justification is provided in writing within two (2) business days. A revised implementation schedule shall be included.
14. AWARD: Award will be to the lowest responsive and responsible bidder for one or the other option presented in the bidding schedule, whichever is deemed most advantageous to the State. Award may be made to one or more bidders whichever is deemed most advantageous to the State. Award may take longer than fourteen days. An award preference of two percent (2%) will be given to any firm having its base of operations physically located in the State of South Carolina. A preference of one percent (1%) will be given to any minority/woman-owned business enterprise.
15. Within 15 days of award, the contractor(s) must submit a Health and Safety Plan, QA/QC Plan, and Standard Operating Procedures for review by DHEC. The contractor(s) may reference these documents when preparing the Report of Findings.
16. **NOTE.... THE ONLY OFFICIAL CONTACT PERSON AT DHEC DURING THE BIDDING AND AWARDING PROCESS IS THE PROCUREMENT OFFICER INDICATED ON PAGE ONE OF THIS SOLICITATION. BIDDERS ARE NOT TO CONTACT DHEC PERSONNEL LOCATED OUTSIDE THE BUREAU OF BUSINESS MANAGEMENT.**

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**SPECIFICATIONS for the Free Phase Product removal:**

The Bureau of Land and Waste Management Underground Storage Tank Program of the South Carolina Department of Health and Environmental Control (DHEC) is seeking services to recover free product (FP) using Aggressive Fluid Vapor Recovery (AFVR) or passive skimmers. These methods are chosen to satisfy remedial objectives involving the control of petroleum hydrocarbon migration, maximum free product recovery, and simultaneous free product and vapor phase collection in order to mitigate their effects to human health and the environment, in accordance with the "Risk-Based Corrective Action For Petroleum Releases" guidance document and R.61-98. The following scope of work is to be implemented at each designated site.

**I AFVR**

1. Prior to mobilization of equipment and personnel to the event site, the contractor shall conduct a reconnaissance of the site. Objectives of the site reconnaissance include the following: 1) verify the location of the event site; 2) locate and identify relevant monitoring wells; 3) verify the presence of free product in monitoring wells; and, 4) evaluate whether site conditions merit the pre-approval of cost not included in the FP recovery contract. The AFVR event shall not be performed at sites having no measurable thickness of free product. If for any reason, findings of the reconnaissance indicate that the event cannot be performed within the confines of contract specifications, the Department shall be notified prior to mobilization of equipment or personnel to the event site. If the Department deems the event unnecessary, the contractor will submit an invoice for the site reconnaissance only. If the event is conducted based on findings of the reconnaissance, only invoices consistent with contract specifications will be approved. No costs will be paid or reimbursed without prior approval. It is the Department's intention that all potential unforeseen site conditions will be identified during the site reconnaissance, thereby precluding the need for the contractor to incur costs not included in the bid specifications. It will be the contractor's obligation to consider the findings of the site reconnaissance and proceed with the event or submit a request for cancellation of the event or for pre-approval of costs not included in the bid specification. If multiple AFVR events are proposed at the same location only one site reconnaissance will be allowed.
2. Mobilization: Only 1 mobilization per AFVR event will be allowed.
3. Prior to the initiation of the AFVR event, fluid levels and free product thickness measurements shall be recorded in the wells designated by the Department as potentially containing free product.
4. On a site-specific basis, the duration of the AFVR event may be greater than the allotted eight-hour time frame. Additional mobilizations may be necessary in the event that the recovery tanker becomes filled and disposal is necessary at that time, in order to continue the recovery process. In this instance, an additional mobilization may be added. In these instances, prior approval must be obtained from the Department.
5. Magnehelic gauges must be installed on the extraction wells and monitoring wells immediately surrounding the extraction wells. The range of each magnehelic gauge should be selected based on the expected pressure range. For example, one would expect perimeter wells to have less vacuum than the extraction wells and smaller graduate intervals may be necessary.
6. Connect the vacuum truck or treatment unit to a grounded metal object with a ground lead to ensure that static electricity does not result in an explosion hazard.
7. The AFVR should be completed by establishing a vacuum on the subsurface through the existing monitoring wells. The unit must be capable of providing a minimum airflow of 250 cubic feet per minute (CFM) at 25 inches Mercury vacuum. An airtight seal must be established on the top of each extraction well. Drop tubes inserted in the well(s) should have an inside diameter of at least one (1) inch and should initially be installed six inches below

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the bottom of the product or the top of the well screen whichever is deeper. The drop tubes should be lowered deeper in the well only if the well exhibits slow recovery (repeatedly goes dry) or if it is deemed necessary to establish a steeper hydraulic gradient to enhance free product migration toward the well. The goal is to maximize the recovery of free product and petroleum vapors in the capillary fringe and minimize the recovery of ground water.

8. The AFVR should be completed as one continuous event (typically eight hours in length). The AFVR shall not be terminated early without prior approval from the Department. The contractor must have sufficient materials and pressure to simultaneously recover from a minimum of three wells located within a 50-foot radius of each other. If all wells requiring AFVR are not located within a 50-foot radius of each other, AFVR activities may rotate between areas during the event. Recovery shall concentrate on the well(s) that demonstrate the highest free product removal rate, unless otherwise directed by the Department.

9. The airflow rate, volatile air emission concentrations, and magnehelic gauge readings shall be measured and recorded at a minimum every thirty minutes through the duration of the recovery event.

10. If the air emissions are anticipated to have an adverse impact in the vicinity of the AFVR, the Department may require off-gas treatment. If the costs for off-gas treatment were not pre-approved by the Department, costs for the off gas treatment will not be reimbursed. Typically, if the monitoring wells are located at an abandoned facility or the general public will not be subjected to off gas from the AFVR event, that cost will not be pre-approved.

11. A report documenting the recovery event shall be submitted within thirty days from the date of the event. The report shall include the following:

- A brief description of the completed work scope and any relevant descriptions pertaining to the data tables.
- A table summarizing the airflow (in CPM) and volatile concentrations collected from the stack of the truck every thirty minutes through the duration of the event. The table shall also document which well(s) were being recovered from during that time interval.
- A table summarizing the magnehelic gauge measurements from all applicable wells on a thirty-minute time interval.
- The total volume of water recovered (gallons).
- The total volume of free phase product recovered (typically measured with a product/water interface device inserted into the top of the tanker at the completion of the event and then converted to an approximate volume).
- The total mass of petroleum removed as vapor. This is calculated based on the airflow rate and the concentration of vapor.
- A table documenting the free product thickness in each well before and after the recovery event.
- Scaled base map depicting the location of the extraction wells and the surrounding wells equipped with magnehelic gauges.
- Recovered free phase petroleum and groundwater must be accepted by a permitted treatment facility. There can be no spillage or leakage in transport. A copy of the disposal manifest from the receiving facility that clearly designates the quantity received must be included as an appendix to the final report.

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## **II Passive Skimmers**

Passive Skimmers are appropriate for use at sites with minimal FP thickness and with low-permeability soils where slow recovery rates are expected. They can be used in combination with other treatment techniques. For the purposes of this contract the term "passive skimmer" does not include pads, socks, or other petrophyllic absorbent materials.

Passive skimmers are lowered into 2-inch or greater diameter wells such that they intersect the FP-water table interface. The filter is constructed of a hydrophobic material which allows only FP to enter. Gravity causes the liquid hydrocarbons to trickle through the filter and then flow into the bottom of the canister where the product is stored. The product can be removed manually by pulling up and emptying the canister.

1. Prior to mobilization of personnel to the site, the contractor shall conduct a reconnaissance of the site. Objectives of the site reconnaissance include the following: 1) verify the location of the event site; 2) locate and identify relevant monitoring wells; 3) verify the presence of FP in monitoring wells; and, 4) evaluate whether site conditions merit the pre-approval of cost not included in the FP recovery contract. Passive devices shall not be installed at sites having no measurable thickness of FP. If for any reason, findings of the reconnaissance indicate that the passive skimmers cannot be used within the confines of contract specifications, the Department shall be notified prior to mobilization to the event site.

2. Prior to the initiation of the skimming event, fluid levels and FP thickness measurements shall be recorded for the wells designated by the Department as potentially containing free product. Taking the above measurements is important for the proper installation of the equipment.

3. The startup operations for skimmers are relatively straightforward and of short duration. The following activities are applicable, in general:

- Set the skimmer equipment at the proper level in each well.
- Inspect all components of the skimmer equipment.

4. After the startup activities have been completed, normal operations and maintenance activities begin. These activities include:

- Measure the thickness of FP, groundwater and FP elevations in monitor and skimmer wells.
- Record the amount of product collected at all points.
- Inspect all components of the skimmer equipment.
- Maintain and repair all equipment as necessary, or as recommended by equipment vendor.

Typically, the maintenance activities should be performed every two weeks for the period of sixty(60)days. These activities are site specific and should be performed on a schedule provided by the Department. The skimming equipment should be utilized until it is no longer recovering FP.

5. The passive recovery cost for 60 day event includes all personnel travel time, mileage, and material cost associated with completion of installation, three operation/maintenance visits at two week intervals, and equipment removal activities. Permits are not required to install or operate the equipment.

6. A report documenting the recovery event shall be submitted within thirty days from the date of the device removal. The report shall include the following:

- A narrative portion documenting the skimmer installation noting site conditions, the name of field personnel, date, ambient air temperature, and general weather conditions during the installation.
- Scaled base map depicting the location of the skimmer well(s).
- A brief description of the completed work scope and any relevant descriptions pertaining to the data

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tables.

- A table summarizing date of visiting, pre-and post-skimmer gauging data in each skimmer well per visit, placement depth of the equipment, and the total volume of recovered FP per visit.
- A copy of the disposal manifest from the receiving facility that clearly designates the quantity received must be included as an appendix to the final report.

**NOTE:** These specifications detail the specific tasks required to successfully complete the scope of work for FP recovery. These specifications do not include general implied tasks as required by Federal, State or local governments (OSHA 40- hour training, Health and Safety Plans, business licenses, etc.)

### **Competitive Pricing Criteria**

Two options are presented in the bidding schedule. Offerers are encouraged to complete both options. Award will be made based on one or the other option, depending on which is most advantageous to the State.



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## BIDDING SCHEDULE

## Option 1:

ITEM / UNIT	DHEC USE	QUANTITY	UNIT PRICE	LINE AMOUNT	ITEM
1. Site Reconnaissance		75	\$ _____	\$ _____	
2.A. Passive recovery (installation, maintenance every 2 weeks and replacement during 60 days)		35	\$ _____	\$ _____	
B. Additional visits (passive recovery)*		35	\$ _____	\$ _____	
3. A. Mobilization/Demobilization (AFVR)		40	\$ _____	\$ _____	
4. A. AFVR (3 wells/one eight (8) hour event)		40	\$ _____	\$ _____	
B. AFVR/hr *		15	\$ _____	\$ _____	
5. A. Off-gas treatment/event *		5	\$ _____	\$ _____	
B. Off-gas treatment/hr *		12	\$ _____	\$ _____	
6. Additional Well Hookups per well* (In excess of 3)		3	\$ _____	\$ _____	
7. A. Disposal per gallon		22,000	\$ _____	\$ _____	
8. Additional Copies of Report* (In excess of 2)		10	\$ _____	\$ _____	
			<b>TOTAL</b>	\$ _____	

\* Additional costs to be applied in the event that site requirements exceed the specified base quantities.

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**Option 2:**

ITEM / UNIT	DHEC USE	QUANTITY	UNIT PRICE	LINE ITEM AMOUNT
1. Site Reconnaissance		75	\$ _____	\$ _____
2. Mobilization/Demobilization (AFVR)		75	\$ _____	\$ _____
3. A. AFVR (3 wells/one eight (8) hour event)		75	\$ _____	\$ _____
B. AFVR/hr *		15	\$ _____	\$ _____
4. A. Disposal per gallon		40,000	\$ _____	\$ _____
5. A. Off-gas treatment/event *		25	\$ _____	\$ _____
B. Off-gas treatment/hr *		15	\$ _____	\$ _____
6. Additional Well Hookups per well* (In excess of 3)		3	\$ _____	\$ _____
7. Additional Copies of Report* (In excess of 2)		10	\$ _____	\$ _____
			<b>TOTAL</b>	\$ _____

\* Additional costs to be applied in the event that site requirements exceed the specified base quantities.

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**Other Criteria:**

Please respond to the following questions that have been designed to verify the required qualifications and to assess the capacity of the lowest bidders. If the lowest bidder does not have the capacity to perform the scheduled number of recovery events in a given month, the next lowest bidder for that region will be given the opportunity to participate.

1. a. Do the AFVR method(s) being utilized conform to the minimum requirements listed in the specifications?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes, please briefly describe. Also, provide AFVR system schematic, manufacturer's specifications.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- c. If no, explain the difference and how it may achieve the desired outcome.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. a. Provide the company name and UST certification number.

Name \_\_\_\_\_

Certificate Number \_\_\_\_\_

3. a. When can you begin work? \_\_\_\_\_

4. a. Have there been any complaints registered with any regulatory agencies about your company's performance in any state where you have performed services?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes, please indicate which state(s), the reason (s), and the date (s) of complaint (continue on back of sheet if necessary).

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Please provide three references that we may contact regarding your past performance. At least one reference should be from a State Regulatory Agency.

- a. Agency or Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

- b. Agency or Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

- c. Agency or Company Name \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

**BID ACCEPTANCE AND DELIVERY STATEMENT:**

In compliance with the invitation and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within \_\_\_\_\_ days from date of opening, to furnish any or all items/services quoted at the prices set forth.

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**PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING BID INSTRUCTIONS TO BIDDERS**

**DISCUSSIONS AND NEGOTIATIONS:** By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's bid.

1. Unless otherwise required herein, only one signed copy of the invitation to bid is required.
2. Bids "faxed" directly to the DHEC Procurement Office will not be accepted or considered for award.
3. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. DHEC Underground Storage Tank Environmental Remediation Procedures shall govern any withdrawal request received after the time of the bid opening.
4. When specifications or descriptive papers are submitted with the bid submission, enter bidder's name thereon.
5. Submit your signed bid on this form. Show the bid number on the envelope as instructed. DHEC assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope. If directing any other correspondence, address the envelope to the Procurement Officer but do not include the bid number on the envelope since it does not include your bid.
6. Bidders must clearly mark as "CONFIDENTIAL" each part of their bid which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
7. By submission of a bid, **you are guaranteeing** that all goods and services meet the requirements of this solicitation during the contract period.
8. **Tie bids** will be resolved as outlined in DHEC Underground Storage Tank Environmental Remediation Procedures.
9. **Do not include any taxes** that DHEC may be required to pay in the bid price. Upon submission of a bid by a state agency, the Procurement Officer will compute a 5% sales and use tax to the non-state agency bids when applicable (service and labor excluded) in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-. 95.
10. **Correction of errors on this bid form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the time specified for the bid opening.
11. **Ambiguous bids** that are uncertain as to terms, delivery, quantity, or compliance with this solicitation may be rejected or otherwise disregarded.
12. Any bidder desiring to exercise a grievance may do so under section IV of DHEC Underground Storage Tank Environmental Remediation Procedures. All correspondence should be directed to the Director of Procurement Services, Bureau of Business Management, 2600 Bull Street, Columbia, SC 29201.
13. **Failure to respond** to three consecutive bid notices may result in removal of bidder's name from the mailing list.

**GENERAL PROVISIONS**

14. DHEC reserves the right to reject any and all bids, and to cancel this solicitation.
15. **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
16. **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".

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17. **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
18. **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the subsequent contract.
19. **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC nor the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
20. **Award Criteria:** Award shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on Procurement Services' website at: [dhec.sc.gov/procurement](http://dhec.sc.gov/procurement).
21. **Rejection:** DHEC reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if the rejection is in the best interest of the State.
22. **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the opening date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
23. **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (A) the bidding schedule, (B) the specifications, (C) general conditions, (D) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (E) instruction to bidders.

## GENERAL CONDITIONS

24. **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201. Reference the solicitation and contract number.
25. **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
26. **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
27. **Publicity Releases:** By submission of a bid, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
28. **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0562)
29. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
30. **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
31. **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty-day advance notice in writing to the successful contractor.
32. **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

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33. **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
34. **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
35. **S.C. Law Clause:** Upon award of a contract under this bid, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
36. **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements.) Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. If items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the bid opening date. Written permission must be obtained from the DHEC Procurement Office.
37. **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
38. **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a bid, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
39. **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
40. **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
41. **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
  - A. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
  - B. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
  - C. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. The Department also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.